

General Terms and Conditions of: Blanksma Blanksma VOF Rietwaard 2 5236 WC Den Bosch
Registration number Chamber of Commerce: 60459700

GENERAL PROVISIONS

Article 1: Applicability, definitions

1. These conditions apply to all offers and to all agreements of purchase and sale as well as agreements for assignment, including all agreements for the creation of films, photos, websites, and other media by: Blanksma Blanksma VOF, established in 's-Hertogenbosch, hereinafter referred to as "Blanksma & Blanksma".
2. Provisions deviating from these conditions only form part of the agreement concluded between the parties if and insofar as the parties have expressly agreed to this in writing.
3. The possible non-applicability of a (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.
4. If Blanksma & Blanksma fails to demand performance of what the parties have agreed at any time, this does not affect the right of Blanksma & Blanksma to demand performance at a later time.
5. The other party cannot invoke the fact that the general terms and conditions have not been provided if Blanksma & Blanksma has provided the same general terms and conditions to the other party on multiple occasions and has referred to them.

Article 2: Agreements

1. Oral agreements only bind Blanksma & Blanksma after they have been confirmed in writing by Blanksma & Blanksma or as soon as Blanksma & Blanksma has commenced the execution activities with the consent of the other party.
2. Additions or changes to the general terms and conditions or otherwise changes or additions to the agreement become binding only after written confirmation by Blanksma & Blanksma.

Article 3: Offers, quotations

1. All offers, quotations, price lists, etc. from Blanksma & Blanksma are without obligation, unless they contain a term for acceptance. If an offer or quotation contains a non-binding offer and this offer is accepted by the other party, Blanksma & Blanksma has the right to revoke the offer within 2 working days after receiving the acceptance.
2. Brochures, examples of films, photos, and websites as well as other descriptions in promotional material and/or on the website of Blanksma & Blanksma are as accurate as possible, but are only indicative. No rights can be derived from these, unless expressly agreed otherwise in writing.
3. The examples mentioned in the previous paragraph of this article remain the property of Blanksma & Blanksma at all times, unless expressly agreed otherwise in writing. These must be returned to Blanksma & Blanksma upon first request. They may not be reproduced without the written permission of Blanksma & Blanksma, nor shown to third parties.

4. Blanksma & Blanksma has the right to charge the costs associated with the offer or quotation to the other party, provided that Blanksma & Blanksma has informed the other party in writing of these costs in advance.

Article 4: Engagement of third parties

1. If and insofar as a proper execution of the agreement requires it, Blanksma & Blanksma has the right to engage third parties for certain activities or deliveries, including but not limited to directors, cameramen, sound technicians, DTP specialists, programmers, designers, editors, animators, actors, photographers, models, etc., at the discretion of Blanksma & Blanksma.
2. If the assignment entails that Blanksma & Blanksma has to collaborate with multiple third parties, the other party is obliged to appoint a leader among them, as well as to determine a mutual division of tasks. The other party can delegate this authority to Blanksma & Blanksma in consultation and subject to the approval of Blanksma & Blanksma.

Article 5: Obligations of the other party

1. The other party must ensure that: a. the data and approvals (such as permits, exemptions, and decisions, etc.) possibly required for the execution of the agreement are provided to Blanksma & Blanksma in a timely manner and in the form desired by Blanksma & Blanksma; b. Blanksma & Blanksma has access to the location where the work is to be carried out at the predetermined working hours. The location must comply with legal safety requirements and other government regulations; c. the data carriers, electronic files, software, etc. provided by the other party to Blanksma & Blanksma are free from viruses and/or defects; d. Blanksma & Blanksma is warned within a reasonable time before the date on which, according to the agreement, the work is to commence if Blanksma & Blanksma cannot perform its work at the agreed time; e. Blanksma & Blanksma has timely access to sufficient opportunity for the delivery and/or removal of materials and tools; f. the location where the work is to be carried out is free from excess materials, etc.; g. the persons, animals, objects, etc. to be filmed or photographed at the request of the other party are present at the location where the work will take place in a timely manner; h. Blanksma & Blanksma has access to connections for the energy possibly required for the work, such as electricity. The energy costs are for the account of the other party. Lost working hours due to, for example, power failure are at the expense of the other party.
2. The other party shall ensure that the data provided are correct and complete. The other party indemnifies Blanksma & Blanksma against the consequences arising from the incorrect and/or incomplete nature of the data.
3. The other party shall inform Blanksma & Blanksma about developments taking place within its organization that are ongoing and relevant or may be relevant to the execution of the agreement.
4. If the obligations mentioned in this article are not fulfilled in a timely manner, Blanksma & Blanksma is entitled to suspend the execution of the agreement until such time as the other party has fulfilled these obligations. The costs associated with the delay incurred,

the costs for performing additional work, or the other consequences arising therefrom are at the expense and risk of the other party.

Article 6: Confidential information

1. Blanksma & Blanksma undertakes to maintain confidentiality of all information obtained from the other party in the context of the conclusion and execution of the agreement and which the other party has indicated or which Blanksma & Blanksma can reasonably know should be treated confidentially. This, unless Blanksma & Blanksma is obliged to provide said information to any third party pursuant to laws and/or regulations or a judicial decision, and Blanksma & Blanksma cannot invoke a statutory or judicially recognized privilege.
2. Blanksma & Blanksma will take all reasonably necessary precautions to strive to keep confidential the information received from the other party of a confidential nature.
3. Blanksma & Blanksma warrants that its staff and third parties under its supervision who are in any way involved in the execution of the agreement will comply with the confidentiality obligation as referred to in this article.
4. Blanksma & Blanksma is permitted to publish about the services and activities provided by it as well as to reuse methods, procedures, etc., provided the privacy of the other party is safeguarded.

Article 7: Delivery, delivery time

1. Specified periods within which the work must be carried out or the goods must be delivered can never be considered as firm deadlines, unless expressly agreed otherwise in writing. If Blanksma & Blanksma fails to fulfill its obligations under the agreement or fails to do so in a timely manner, it must therefore be put in default in writing.
2. With partial (delivery), each (delivery) or phase is considered a separate transaction and can be invoiced by Blanksma & Blanksma per transaction.
3. The risk concerning the delivered goods passes to the other party at the time of delivery. For the purposes of these general terms and conditions, delivery means: the moment at which the goods to be delivered leave the premises or studio of Blanksma & Blanksma or are made available for collection by the other party.
4. Notwithstanding paragraph 3 of this article, in the case of consumers, delivery for the purposes of these general terms and conditions means: the moment at which the goods are actually made available to the consumer.
5. Shipment of goods takes place in a manner determined by Blanksma & Blanksma, but at the expense and risk of the other party. Blanksma & Blanksma is not liable for any damage, of whatever nature, related to the shipment, whether or not suffered by the goods. This, unless expressly agreed otherwise in writing.
6. Notwithstanding paragraph 5 of this article, for consumers, shipment of the ordered goods is at the risk of Blanksma & Blanksma, but at the expense of the consumer.
7. Electronic shipment of goods takes place in a manner agreed upon by the parties and at the risk of the other party.

8. If it is not possible to deliver the goods to the other party due to a cause in the sphere of the other party, Blanksma & Blanksma reserves the right to store the goods for the account and risk of the other party. After being stored, there is a period of 1 month within which the other party must enable Blanksma & Blanksma to deliver the goods or within which the other party must collect the goods. This, unless Blanksma & Blanksma has expressly stated a different period in writing.
9. If the other party remains in default even after the expiry of the period referred to in paragraph 8 of this article, the other party is in default and Blanksma & Blanksma has the right to terminate the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay compensation for damage, costs, and interest, in whole or in part. Blanksma & Blanksma is then entitled to sell the goods to third parties or to destroy them.
10. The foregoing does not affect the obligation of the other party to pay the agreed, stipulated, or due price, as well as any storage and/or other costs.
11. If it is not possible to execute the agreement (in whole or in part) due to weather conditions (mainly in outdoor recordings), Blanksma & Blanksma has the right to pass on the costs involved in postponement or cancellation. If the other party has requested an indication of the costs for possibly rescheduling an execution date due to weather conditions before the conclusion of the agreement and Blanksma & Blanksma has provided this to the other party, then the costs stated at that time apply. However, if the actual costs incurred are lower, these will be charged to the other party. If no reserved date has already been agreed upon, the parties will consult to determine a new date or period for the execution of the agreement.
12. Blanksma & Blanksma is authorized to request advance payment or security from the other party for the fulfillment of financial obligations of the other party, before proceeding with delivery or starting the work to be performed.

Article 8: Progress, Execution of Agreement

1. Blanksma & Blanksma cannot be obligated to commence the delivery of goods or the execution of work until all necessary data is in its possession and any agreed (advance) payment has been received. In case of resulting delays, the specified delivery terms shall be adjusted proportionally.
2. If deliveries or work cannot be carried out normally or without interruption due to causes beyond the control of Blanksma & Blanksma, Blanksma & Blanksma is entitled to charge the resulting costs to the counterparty.
3. If during the execution of the agreement it becomes apparent that the agreement is impracticable, either due to circumstances unknown to Blanksma & Blanksma or due to force majeure, Blanksma & Blanksma shall consult with the counterparty to amend the agreement so that its execution becomes feasible. Blanksma & Blanksma shall inform the counterparty about any potential implications for the agreed prices or rates and/or the agreed delivery times. This is unless the execution of the agreement becomes permanently impossible due to the unknown circumstances or force majeure. In such case, Blanksma & Blanksma shall be entitled to full compensation for the work or deliveries already performed by Blanksma & Blanksma.

4. All expenses incurred by Blanksma & Blanksma at the request of the counterparty shall be borne entirely by the latter, unless explicitly agreed otherwise in writing.
5. Blanksma & Blanksma has the right to execute anything not explicitly described in the agreement according to its own technical and creative judgment. Blanksma & Blanksma shall have artistic freedom in this regard.
6. In the event of additional or extra work (additional work) beyond the agreed work, Blanksma & Blanksma shall inform the counterparty thereof in writing and specify the additional costs involved. Additional work must be agreed upon orally or in writing between Blanksma & Blanksma and the counterparty. Any orally agreed additional work must be confirmed in writing by Blanksma & Blanksma.

Article 9: Risk of Storage of Information

1. Blanksma & Blanksma undertakes to ensure careful storage of the data or information originating from the counterparty. Unless proven otherwise, Blanksma & Blanksma shall be deemed to have fulfilled this obligation.
2. The counterparty bears the risk of damage or loss of the data or information stored by Blanksma & Blanksma or third parties, unless such damage or loss is due to the intentional and/or conscious recklessness of Blanksma & Blanksma, its management, and/or its supervisory personnel.

Article 10: Fee, Costs, and Invoicing

1. The fee charged to the counterparty, unless explicitly agreed otherwise in writing, is calculated based on the number of hours worked and in accordance with the usual rates of Blanksma & Blanksma.
2. The hourly rates apply to normal working days, which are understood to be Monday through Friday (excluding generally recognized holidays), and for the times agreed upon between the parties.
3. The prices or rates applied by Blanksma & Blanksma, as well as the prices or rates stated in offers, quotations, price lists, etc., are exclusive of VAT and any additional costs. These costs may include, but are not limited to, travel expenses, transportation costs, shipping costs, administrative costs, and fees of third parties. This is unless explicitly stated otherwise in writing.
4. Blanksma & Blanksma is entitled to increase an agreed fee if it appears during the execution of the agreement that the originally agreed or expected amount of work was underestimated by the parties at the conclusion of the agreement, provided that this incorrect estimation is not attributable to a culpable failure of Blanksma & Blanksma, and it is not reasonable to expect Blanksma & Blanksma to perform the work at the agreed fee.
5. If an agreement is made between the date of the agreement and its execution, and the government and/or trade unions make changes to wages, terms of employment, or social insurances, Blanksma & Blanksma is entitled to pass on these increases to the counterparty. If a new price list is issued and becomes effective between said dates, Blanksma & Blanksma is entitled to charge the prices or rates stated therein to the counterparty.

6. The mileage reimbursement rate used by Blanksma & Blanksma is €0.33, unless otherwise agreed.

Article 11: Complaints and Returns

1. The counterparty is obliged to inspect the goods immediately upon receipt. If the counterparty discovers errors in the content or (technical) imperfections, they must inform Blanksma & Blanksma within 24 hours of receipt, followed by immediate written confirmation to Blanksma & Blanksma.
2. Other complaints, including complaints regarding the work performed, must be reported to Blanksma & Blanksma by registered letter immediately upon discovery. All consequences of not reporting immediately are at the risk of the counterparty. Complaints must be reported to Blanksma & Blanksma within 1 year of delivery or completion.
3. If complaints are not reported to Blanksma & Blanksma within the specified periods, the goods are deemed to have been received in good condition or the work performed is deemed to have been carried out correctly.
4. Unless explicitly agreed otherwise in writing, no complaints are possible regarding the design, style, and/or composition of films, etc. This falls under the artistic freedom of Blanksma & Blanksma.
5. Complaints do not suspend the payment obligation of the counterparty.
6. Blanksma & Blanksma must be given the opportunity to investigate the complaint. If return of the goods is necessary for the investigation, it shall be done at the expense and risk of Blanksma & Blanksma only if the latter has given its explicit written consent in advance.
7. In the event of justified complaints, damages shall be settled pursuant to the provisions of Article 13 of these terms and conditions.

Article 12: Liability and Warranty

1. Blanksma & Blanksma fulfills its obligations as expected of a company in its industry but accepts no liability for damages, including death and personal injury, consequential damages, business interruption, loss of profit, and/or loss of revenue, resulting from acts or omissions of Blanksma & Blanksma, its staff, or third parties engaged by it, unless mandatory legal provisions prevent this.
2. The limitations of liability in this article do not apply if the damage is due to the intentional and/or conscious recklessness of Blanksma & Blanksma, its management, and/or its supervisory personnel.
3. Without prejudice to the provisions of the other paragraphs of this article, the liability of Blanksma & Blanksma - for whatever reason - is limited to the invoice amount of the delivered goods or the work performed.
4. In the case of a continuing agreement, in agreements with a duration of more than 3 months, liability is further limited to the invoice amount due for the last 3 months.

5. Notwithstanding the provisions of the preceding paragraphs of this article, Blanksma & Blanksma shall never be obliged to pay compensation exceeding the insured amount, to the extent that the damage is covered by insurance taken out by Blanksma & Blanksma.
6. If visible defects, imperfections, and/or defects occur in the delivered goods or the result of the work performed, which must have been present at the time of delivery, Blanksma & Blanksma undertakes to repair or replace such goods or the result of the work performed at its expense or to credit the counterparty for the (part of the) invoice amount to which the defect, imperfection, and/or defect relates, at its discretion.
7. The counterparty forfeits its rights against Blanksma & Blanksma, is liable for all damages, and indemnifies Blanksma & Blanksma against any claims for damages from third parties to the extent that: a. the damage is caused by the counterparty's unprofessional and/or in contravention of instructions and/or advice from Blanksma & Blanksma use of the goods or the result of the work performed by the counterparty; b. the damage is caused by errors, omissions, and/or inaccuracies in data, information carriers, etc. provided by or on behalf of the counterparty to Blanksma & Blanksma and/or prescribed (including advice, documents, etc. from third parties), and Blanksma & Blanksma has based and/or carried out the goods or work to be performed on this information.

Article 13: Payment

1. Payments must be made within 30 days of the invoice date, unless explicitly agreed otherwise in writing.
2. Payment for the execution of an assignment is made in 2 installments. At the time of concluding the agreement, the counterparty must pay 50% of the agreed amount. Upon delivery of the film, the remaining amount (50%) plus any agreed costs for additional work must be paid. Unless explicitly agreed otherwise in writing.
3. If an invoice is not paid in full after the expiry of the term specified in paragraph 1 of this article: a. the counterparty shall owe Blanksma & Blanksma default interest amounting to 2% per month, cumulative, calculated on the principal sum. Parts of a month are considered as full months in this regard; b. the counterparty, after being urged to do so by Blanksma & Blanksma, shall be liable for extrajudicial costs amounting to at least 15% of the sum of the principal sum and the default interest, with an absolute minimum of €150.00; c. Blanksma & Blanksma has the right to charge the counterparty an administration fee of at least €20.00 for each payment reminder, dunning letter, etc. sent to the counterparty. Blanksma & Blanksma shall mention this in the agreement and/or on the invoice.
4. At the discretion of Blanksma & Blanksma, in the aforementioned or corresponding circumstances, the agreement may be wholly or partially terminated without further notice of default or judicial intervention, with or without a claim for damages.
5. If the counterparty fails to meet its payment obligations in a timely manner, Blanksma & Blanksma is entitled to suspend the performance of its obligations towards the counterparty for delivery or the performance of work until payment has been made or adequate security has been provided. The same applies before the moment of default if

Blanksma & Blanksma has reasonable grounds to doubt the creditworthiness of the counterparty.

6. Payments made by the counterparty shall always be used to settle all due interest and costs first and shall then be used to settle the invoices that have been outstanding the longest, unless the counterparty explicitly states in writing at the time of payment that the payment relates to a later invoice.
7. a. If the counterparty has one or more counterclaims against Blanksma & Blanksma, from any cause whatsoever, the counterparty waives the right of setoff with regard to these claim(s). This waiver of the right of setoff also applies if the counterparty applies for (provisional) suspension of payments or is declared bankrupt. b. The provision under sub a of this paragraph does not apply to agreements with the consumer.

Article 14: Intellectual Property Rights of Media Produced by Blanksma & Blanksma

1. Regarding intellectual property rights, Blanksma & Blanksma and the counterparty shall enter into a so-called "Creative Commons" agreement specifying the extent of the transfer of intellectual property rights.
2. If no "Creative Commons" agreement is entered into or unless otherwise specified herein, Blanksma & Blanksma remains the owner of existing and/or future intellectual property rights arising from or related to (the execution of) the agreement, and the following provisions shall apply without prejudice.
3. The counterparty is entitled to the transfer of rights only if expressly agreed upon in writing by the parties.
4. If Blanksma & Blanksma has granted permission for electronic or other forms of image manipulation, the result may only be used after express written permission from Blanksma & Blanksma.
5. Unless expressly agreed upon in writing by the parties, the counterparty is not authorized to grant sublicenses to third parties.
6. Any use of a matter not agreed upon shall be considered an infringement of the intellectual property rights of Blanksma & Blanksma. In the event of infringement, Blanksma & Blanksma shall, without prejudice to any other rights, such as the right to compensation for all direct and indirect damages and all actual extrajudicial costs, be entitled to compensation amounting to at least three times the customary fee charged by Blanksma & Blanksma for such use.
7. The counterparty making a film publicly available is responsible for obtaining permission from the individuals filmed and other rights holders. Blanksma & Blanksma disclaims any responsibility and/or liability in this regard. The counterparty shall indemnify, if necessary, Blanksma & Blanksma against any claims for infringement of any portrait rights.
8. Intellectual property rights of films, photographs, and image carriers provided by the counterparty to Blanksma & Blanksma for the purpose of performing work shall remain with the counterparty.

9. The counterparty grants, where applicable, permission for editing, image manipulation, reproduction, etc., in the context of the execution of the agreement.
10. By providing data or delivering image carriers, etc., to Blanksma & Blanksma, the counterparty declares that no infringement of copyright or any other intellectual property rights of third parties is made and indemnifies Blanksma & Blanksma in and out of court for all consequences, both financial and otherwise, arising from this.

Article 15: Retention of Title

1. Blanksma & Blanksma retains ownership of the delivered and to be delivered goods until the time when the counterparty has fulfilled all its payment obligations to Blanksma & Blanksma. These payment obligations consist of paying the price, plus claims for work performed related to that delivery, as well as claims for any damages due to failure to fulfill obligations on the part of the counterparty.
2. In the event that Blanksma & Blanksma invokes the retention of title, the agreement concluded in this respect shall be deemed dissolved, without prejudice to Blanksma & Blanksma's right to claim damages, lost profits, and interest.
3. The counterparty is obliged to immediately notify Blanksma & Blanksma in writing if third parties claim rights to goods subject to retention of title under this article.
4. Until the time when the counterparty has fulfilled all its payment obligations to Blanksma & Blanksma, the counterparty is obliged to keep the goods subject to retention of title carefully and recognizable as the property of Blanksma & Blanksma.
5. The counterparty must insure and keep insured the goods delivered subject to retention of title for the duration of the retention of title. Upon first request from Blanksma & Blanksma, the counterparty must provide the policy of this insurance for inspection.

Article 16: Right of Retention Blanksma & Blanksma is entitled to suspend the delivery of goods manufactured for the counterparty in connection with the execution of the agreement, as well as the return of all data provided by the counterparty to Blanksma & Blanksma until the claims arising from the aforementioned agreement have been fulfilled by the counterparty to Blanksma & Blanksma.

Article 17: Pledge

1. Until the time when the counterparty has fully met its related payment obligations to Blanksma & Blanksma, the counterparty is not authorized to: a. pledge the goods to third parties; b. establish a possessory lien on the goods; c. place the goods under the control of one or more financiers for storage.
2. If the counterparty acts in violation of the preceding paragraph, it shall be deemed a attributable breach on its part. Blanksma & Blanksma may, without being required to give any notice of default, suspend its obligations under the agreement or terminate the agreement, without prejudice to Blanksma & Blanksma's right to claim damages, lost profits, and interest.

Article 18: Bankruptcy, Incapacity to Dispose, etc.

1. Without prejudice to the provisions of the other articles of these terms and conditions, the agreement between the counterparty and Blanksma & Blanksma shall be dissolved

without judicial intervention and without any notice of default being required at the time when the counterparty: a. is declared bankrupt; b. applies for (provisional) suspension of payments; c. is subjected to enforcement measures; d. is placed under guardianship or administration; e. otherwise loses the power of disposal or legal capacity with regard to its assets or parts thereof.

2. The provisions of paragraph 1 of this article shall apply unless the curator or administrator acknowledges the obligations arising from the agreement as estate debts.

Article 19: Force Majeure

1. In the event of force majeure, Blanksma & Blanksma is entitled to dissolve the agreement or suspend the performance of its obligations towards the counterparty for a reasonable period without being obliged to pay any compensation.
2. Force majeure, for the purposes of these general terms and conditions, shall mean any non-attributable failure on the part of Blanksma & Blanksma, its subcontractors, or suppliers, or any other significant reason on the part of Blanksma & Blanksma.
3. If force majeure occurs when the agreement has been partially executed, the counterparty is obliged to fulfill its obligations towards Blanksma & Blanksma up to that moment.
4. Circumstances constituting force majeure shall include, among other things: war, riots, mobilization, domestic and foreign disturbances, government measures, natural phenomena, weather conditions, strikes, and lockouts or threats thereof, disturbances of the currency exchange rates existing at the time of conclusion of the agreement, business disruptions due to fire, transport difficulties and delivery problems caused by roadblocks, and accidents or other incidents.

Article 20: Termination, Cancellation, Termination

1. a. The counterparty waives all rights to terminate the agreement pursuant to articles 6:265 et seq. of the Dutch Civil Code, or any other statutory provisions, unless mandatory legal provisions prevent this; b. The provisions of sub a of this paragraph do not apply to the agreement with the consumer.
2. For the purposes of these general terms and conditions, cancellation shall mean the termination of the agreement by one of the parties before the commencement of the execution of the agreement.
3. For the purposes of these general terms and conditions, termination shall mean the termination of the agreement by one of the parties after the commencement of the execution.
4. If the counterparty terminates or cancels the agreement, it shall owe Blanksma & Blanksma compensation to be determined by Blanksma & Blanksma. The counterparty is obliged to compensate Blanksma & Blanksma for all costs, damages, and lost profits. Blanksma & Blanksma is entitled to fix the costs, damages, and lost profits and - at its discretion and depending on the work already performed or deliveries made - to charge the counterparty 20 to 100% of the agreed price.

5. The counterparty is liable to third parties for the consequences of the cancellation or termination and indemnifies Blanksma & Blanksma in this respect.
6. Amounts already paid by the counterparty shall not be refunded.

Article 21: Applicable Law/Competent Court

1. Dutch law shall exclusively apply to the agreement concluded between Blanksma & Blanksma and the counterparty. Disputes arising from this agreement shall also be settled according to Dutch law.
2. Notwithstanding the provisions of paragraph 1 of this article, the property law consequences of a retention of title of goods intended for export, in case the legal system of the country or state of destination of the goods is more favorable to Blanksma & Blanksma, shall be governed by that law.
3. Any disputes shall be settled by the competent Dutch court, provided that Blanksma & Blanksma is entitled to bring a case before the competent court in the place where Blanksma & Blanksma is established, unless the district court has jurisdiction in this matter.
4. In the case of disputes with consumers, within 1 (one) month after Blanksma & Blanksma has notified them that the matter will be brought before the court, the consumer may indicate that he opts for settlement of the dispute by the legally competent court.
5. With regard to disputes arising from an agreement concluded with a counterparty established outside the Netherlands, Blanksma & Blanksma is entitled to act in accordance with the provisions of paragraph 3 of this article or - at its discretion - to bring the disputes before the competent court in the country or state where the counterparty is established.

Date: April 18, 2014